

8.25.2014

3490 Army Observation
Point



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, U.S. ARMY GARRISON FORT WAINWRIGHT
1060 GAFFNEY ROAD #6000
FORT WAINWRIGHT, ALASKA 99703-6000

FW-MOA-1411

**MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. ARMY GARRISON FORT WAINWRIGHT
AND
THE ALASKA STATE HISTORIC PRESERVATION OFFICER
REGARDING
MAINTENANCE AND EROSION CONTROL MEASURES AT OBSERVATION
POINT 9C IN DONNELLY TRAINING AREA**

WHEREAS, the U.S. Army Garrison Fort Wainwright (USAG FWA) has proposed to conduct maintenance and erosion control measures at Observation Point 9c in Texas Range of Donnelly Training Area East; and

WHEREAS, USAG FWA has determined that this is an Undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470(f), and its implementing regulations, 36 C.F.R. § 800; and

WHEREAS, the USAG FWA initiated consultation with the Alaska State Historic Preservation Officer (SHPO) on 23 December 2013 pursuant to 36 C.F.R. § 800; and

WHEREAS, the USAG FWA defined the Undertaking's Area of Potential Effect (APE) as a six acre area surrounding coordinates 63°49'02" N and 145°56'49" W, eight kilometers northwest of Donnelly Dome (Attachment A); and

WHEREAS, the USAG FWA has determined that the Delta River Overlook (XMH-00297) and Hurricane Bluff (XMH-00838) sites are within the APE; that these historic properties are eligible for the National Register of Historic Places (National Register) and the SHPO concurred on 30 August 1979 and 19 December 2013; and

WHEREAS, the USAG FWA notified and invited the University of Alaska Fairbanks to consult on this Undertaking pursuant to 36 C.F.R. § 800.3(f) as they are providing excavation support, and the University of Alaska Fairbanks accepted the invitation to consult and sign this Memorandum of Agreement (MOA) as a Concurring Party; and

WHEREAS, the USAG FWA notified and invited the Federally recognized tribes of Village of Dot Lake, Healy Lake Village, Nenana Native Association, Northway Village, Native Village of Tanacross, and Native Village of Tetlin to consult regarding the Undertaking pursuant to 36 C.F.R. § 800.3(f) by letter on 29 January 2014, by follow up phone call in March 2014, and in the quarterly newsletter to tribes in April 2014, and no tribes accepted the invitation to consult, nor requested to sign this MOA as concurring parties; and

WHEREAS, the USAG FWA notified and invited the Alaska Department of Transportation, Bureau of Land Management, Cook Consulting, Fairbanks North Star Borough Historic Preservation Commission, Holmes Cultural Resource Consulting, National Park Service, Tanana Chiefs Conference, and Tanana-Yukon Historical Society to consult regarding the Undertaking on 29 January 2014 pursuant to 36 C.F.R. § 800.3(f) and no parties accepted the invitation to consult or requested to participate as concurring parties to this MOA; and

WHEREAS, the USAG FWA consulted with the Fort Wainwright Cultural Resources Working Group, a group of interested parties and individuals who meet with the USAG FWA Cultural Resources staff typically twice a year to discuss and provide input on cultural resources projects at Fort Wainwright; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the USAG FWA notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination on 29 January 2014 providing the required documentation, and the ACHP chose to not participate in the consultation in a letter dated 13 February 2014; and

WHEREAS, the USAG FWA provided the public with information on the Undertaking and an opportunity to consult through the USAG FWA Environmental Division website; and

WHEREAS, the USAG FWA proposes to mitigate the Undertaking by data recovery through block excavation (approximately 50 m²), including full documentation of all destructive archaeological activities at the Delta River Overlook (XMH-00297) and Hurricane Bluff (XMH-00838) archaeological sites following the guidelines outlined in the Research Design (Attachment B); and

NOW, THEREFORE, the USAG FWA and the SHPO agree that the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on the historic properties.

STIPULATIONS

The USAG FWA will ensure that the following measures are carried out:

I. DATA RECOVERY

- A. Data recovery activities shall locate, recover, and document significant archaeological information at the Delta River Overlook (XMH-00297) and Hurricane Bluff (XMH-00838) sites in the 2015 and 2016 field seasons.
- B. The data recovery work shall be the responsibility of the USAG FWA archaeologist and will take place with support from the University of Alaska Fairbanks, in accordance with the attached research design and data recovery plan (Attachment B). The research design and data recovery plan have been developed in compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and the *Advisory Council on Historic Preservation's Treatment of Archeological Properties: A Handbook*.

II. SUBMITTALS

- A. The USAG FWA shall ensure that the following products of data recovery activities are submitted:
 1. A draft data recovery report shall be submitted to SHPO within nine months after the completion of all fieldwork and analysis, which has a projected completion date of August 2017. The USAG FWA archaeologist shall review the report and shall ensure that the report is responsive to professional standards and to the *Secretary of the Interior's Format Standards for Final Reports of Data Recovery Programs* (42 FR 5377-79). Upon receipt, SHPO shall have 30 days to review the draft and submit comments to the USAG FWA.
 2. The USAG FWA shall take into consideration SHPO's comments. Submittal of the final data recovery report shall consist of two printed copies sent to SHPO no later than 90 days after receipt of comments.
 3. The USAG FWA shall send two printed copies of the final data recovery report to the Library Depository Clerk at the Alaska State Library.
 4. An updated Alaska Heritage Resources Survey (AHRS) form shall be submitted to the SHPO within nine months after the completion of all fieldwork and analysis.
- B. Reprint of Publications. Within two years of execution of this agreement, USAG FWA shall reprint 500 copies of their recent interpretive brochure

Archaeological Resources on Fort Wainwright, and will provide 25 copies to the SHPO.

- C. Educational Opportunities: USAG FWA will develop multiple educational opportunities through this mitigation effort. USAG FWA will work with University of Alaska Fairbanks to develop graduate and or undergraduate thesis(es) topics incorporating the cultural materials and palaeoenvironmental data recovered from excavations and field studies. Furthermore, mini field school events will be coordinated to involve local Delta high school students and students from local Native tribes with whom Fort Wainwright regularly consults.

III. CURATION

- A. All artifacts shall remain the property of the USAG FWA.
- B. All artifacts, faunal remains, original field notes, and related materials shall be accessioned to the University of Alaska Museum, complying with federal regulation for curation (*36 CFR § 79*).

IV. PROFESSIONAL STANDARDS

All work pursuant to this MOA will be developed by or under the direct, on-site supervision of a person or persons meeting the minimum professional qualifications for an archaeologist listed in the *Secretary of the Interior's Professional Qualification Standards (36 CFR § 61, Appendix A)*.

V. ANNUAL REPORTING REQUIREMENT

The USAG FWA will provide the signatories an annual report that summarizes the actions under this MOA by June the following year, for every year this MOA is in effect.

- A. Annual reports will include the following information.
 - 1. A printed copy of the yearly interim report outlining the efforts and accomplishments of that field season.
 - 2. Summary of all actions taken under this MOA, including status of meeting all stipulations.
 - 3. Date the data recovery action or project was completed.
 - 4. List of actions scheduled for coming year.
 - 5. Signature of preparer of document.

6. Recommendations to amend this MOA or improve communications among the parties.
- B. Review of Annual Report: The SHPO and the interested parties may review each report and provide review comments to the USAG FWA.
1. The SHPO and the interested parties may request additional documentation or further explanations from the USAG FWA.
 2. The SHPO and the interested parties must comment and/or request additional documentation within 30 calendar days of receipt of the USAG FWA's report, otherwise, acceptance will be presumed. Received comments will be used by the USAG FWA to determine if the MOA requires amendment.

VI. POST REVIEW DISCOVERIES

If human remains are discovered or unanticipated effects to human remains occur, the USAG FWA will implement the discovery plan included as Attachment C of this MOA.

VII. DISPUTE RESOLUTION

- A. Should any signatory party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the USAG FWA will consult with such party to resolve the objection. If the USAG FWA determines that such objection cannot be resolved:
1. The USAG FWA will forward all documentation relevant to the dispute, including the USAG FWA's proposed resolution, to the ACHP. The ACHP will provide the USAG FWA with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the USAG FWA will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the signatories, and provide them with a copy of this written response. The USAG FWA will then proceed according to its final decision.
 2. If the ACHP does not provide its advice regarding the dispute within the 30-calendar day time period, the USAG FWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the USAG FWA will prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA, and provide the signatories and the ACHP with a copy of such written response.

3. The USAG FWA will be responsible for carrying out all other actions that are not the subject of the dispute.
- B. If an objection pertaining to this MOA is raised by a member of the public at any time during implementation of any stipulation in this MOA, the USAG FWA will notify the signatories to this MOA and take into account the objection.

VIII. AMENDMENT

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all of the signatories.

IX. TERMINATION

- A. If any signatory believes that the terms of this MOA are not being honored or cannot be carried out, or that an amendment to its terms should be made, that signatory will immediately consult with the other signatories to consider and develop amendments to the MOA per Stipulation VIII.
- B. If this MOA is not amended as provided for in Stipulation VIII the USAG FWA, the SHPO, or the ACHP may propose in writing to terminate this MOA with an explanation of the reasons for termination. If the signatories have found no alternative solution to termination within 30 calendar days after receipt of the written notice, the MOA shall be terminated. If this MOA is terminated and prior to work continuing on the Undertaking, the USAG FWA must either (a) execute a new MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7 and will notify the signatories as to the course of action it will pursue.

X. ANTI-DEFICIENCY ACT

All requirements set forth in this MOA requiring the expenditure of the USAG FWA funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. § 1341). No obligation undertaken by the USAG FWA under the terms of this MOA will require or be interpreted to require a commitment to expend funds not obligated for a particular purpose.

XI. DURATION


This MOA will become effective upon execution by the signatories and will remain in effect until terminated or five years after its execution. If all stipulations are not completed prior to such time, the USAG FWA may consult with the signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII. Amendment.

EXECUTION of this MOA by the USAG FWA and the SHPO, and implementation of its terms evidence that the USAG FWA has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

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POINT 9C IN DONNELLY TRAINING AREA**


Signatories:

U.S. ARMY GARRISON FORT WAINWRIGHT

By: 
S.C. ZEMP
Garrison Commander

Date: 19 Aug 14


ALASKA STATE HISTORIC PRESERVATION OFFICER

By: 
JUDITH E. BITTNER
State Historic Preservation Officer

Date: August 25, 2014

Concurring Party:

UNIVERSITY OF ALASKA FAIRBANKS

By: 
BEN POTTER
Professor of Anthropology

Date: 9-2-14